

AGREEMENT BETWEEN
THE VILLAGE OF SCARSDALE
AND
UNIFORMED FIREFIGHTERS ASSOCIATION OF SCARSDALE, INC.
LOCAL 1394 AFL-CIO

(6/1/2010-5/31/2017)

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AGREEMENT made and entered into by and between the VILLAGE OF SCARSDALE, an incorporated Village (hereinafter referred to as the Employer or the Village) and the UNIFORMED FIREFIGHTERS ASSOCIATION OF SCARSDALE. INC., LOCAL 1394 AFL-CIG (hereinafter referred to as the Association).

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of the Village, the Employees and the Association, and they agree to cooperate to that end. The parties recognize that the interest of the community and the job security of the Employees depend upon the Village's success in establishing a proper service to the community. To these ends, the Village and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE I

UNIT

This Agreement shall apply to permanent, paid, full time Fire Captains and Firefighters of the uniformed force of the Fire Department of the Village, Probationary Fire Captains and to Probationary Firefighters upon their successful completion of fire academy training and their passing the Candidate Physical Ability Test (collectively "Employees"). The Agreement shall not apply to the Fire Chief and all others not contained in this paragraph.

ARTICLE II

RECOGNITION

A. The Association, having heretofore presented appropriate evidence that it represents the majority of the Employees, is therefore recognized as the exclusive Employee organization representing said Employees for the purpose of collective negotiations with the Village, in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Agreement. Such recognition shall extend for maximum period permissible by law.

B. The Village agrees that upon presentation of dues deduction authorization cards signed by the individual Employees to which this Agreement is applicable, and until cancellation or withdrawal of such cards in accordance with the provisions thereof, it will make monthly deductions from the wages of such Employees in the amounts so designated on the authorization cards as membership dues deductions and will remit such deductions to the Association, together with a list of Employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. The Association and the Employees who sign such dues deduction authorization cards jointly and severally agree to indemnify and hold the Employer harmless against any claims, loss, liability and expense arising out of or in connection with such dues deduction and the use thereof by the Association.

C. The Association is recognized to represent Probationary Firefighters for the purpose of collective bargaining with respect to hours, wages and other conditions of employment except for matters of discipline and discharge. The exclusion of the right to represent Probationary Firefighters for matters of discipline and discharge shall not apply where a Probationary Firefighter has alleged that such discipline and/or discharge has been imposed based upon the Probationary Firefighter's union activities.

Notwithstanding Article I and the above, the Association agrees that any provisions contained in the Agreement, and/or any past practice related to other members of the unit other than Probationary Firefighters, related to scheduling of unit members shall not be applicable to Probationary Firefighters until such Probationary Firefighters have finished Village training and are assigned to a suppression group.

ARTICLE III

MANAGEMENT RIGHTS

The Association recognizes that the management of the Village, the control of its properties and the maintenance of efficiency, law and order, is a responsibility of the Village. The Village will administer its responsibilities consistent with the express terms of this Agreement and so

as to be impartial and fair to all of the Employees will not discriminate by reason of nationality, creed or race, and will be mindful of the dignity of the labor of the individual.

ARTICLE IV

COMPENSATION

A. Effective June 1, 2010, First Grade Firefighters will receive \$85,716 annually. All in-grade Firefighters employed prior to June 1, 2010 will receive a \$1,681 increase.

B. Effective June 1, 2010, Fire Captains will receive \$109,716 annually, 28% above the rate of a First Grade Firefighter.

C. Effective June 1, 2011, First Grade Firefighters will receive \$87,430 annually. All in-grade Firefighters employed prior to June 1, 2011 will receive a \$1,714 increase.

D. Effective June 1, 2011, Fire Captains will receive \$111,910 annually, 28% above the rate of a First Grade Firefighter.

E. Effective June 1, 2012, First Grade Firefighters will receive \$88,523 annually. All in-grade Firefighters employed prior to June 1, 2012 will receive a \$1,093 increase.

F. Effective June 1, 2012, Fire Captains will receive \$113,309 annually, 28% above the rate of a First Grade Firefighter.

G. Effective December 1, 2012, First Grade Firefighters will receive \$89,630 annually. All in-grade Firefighters employed prior to December 1, 2012 will receive a \$1,107 increase.

H. Effective December 1, 2012, Fire Captains will receive \$114,726 annually, 28% above the rate of a First Grade Firefighter.

I. Effective June 1, 2013, First Grade Firefighters will receive \$91,422 annually. All in-grade Firefighters

employed prior to June 1, 2013 will receive a \$1,792 increase.

J. Effective June 1, 2013, Fire Captains will receive \$117,021 annually, 28% above the rate of a First Grade Firefighter.

K. Effective June 1, 2014, First Grade Firefighters will receive \$93,479 annually. All in-grade Firefighters employed prior to June 1, 2014 will receive a \$2,059 increase.

L. Effective June 1, 2014, Fire Captains will receive \$119,654 annually, 28% above the rate of a First Grade Firefighter.

M. Effective June 1, 2015, First Grade Firefighters will receive \$95,816 annually. All in-grade Firefighters employed prior to June 1, 2015 will receive a \$2,335 increase.

N. Effective June 1, 2015, Fire Captains will receive \$122,645 annually, 28% above the rate of a First Grade Firefighter.

O. Effective June 1, 2016, First Grade Firefighters will receive \$98,690 annually. All in-grade Firefighters employed prior to June 1, 2016 will receive a \$2,874 increase.

P. Effective June 1, 2016, Fire Captains will receive \$126,324 annually, 28% above the rate of a First Grade Firefighter.

Q. Effective June 1, 1999 the starting salary shall be \$20,000. Effective June 1, 2013 starting salary shall be \$37,500 and will remain until such time as is deemed necessary to change by the Village for recruitment purposes.

R. Effective June 1, 2013, the annual in-grade salary increases for a Firefighter shall equal the starting salary of a Firefighter subtracted from the salary of a First Grade Firefighter at the time of hire divided by five (5). The first in-grade increase for a Firefighter shall be effective after a Firefighter has completed one (1) year of service, subsequent in-grade salary increases shall be effective with each additional year of service until the

Firefighter becomes a First Grade Firefighter at the completion of five (5) years of service.

S. Effective June 1, 2013, the starting salary for a Fire Captain will be 16% above the rate of a First Grade Firefighter. Upon completion of one (1) year of service as a Fire Captain, the Fire Captain's salary will be 28% above the rate of a First Grade Firefighter.

T. Employees performing regularly assigned duties of a higher rank in an "acting" capacity or in another situation not the result of an emergency for more than thirty (30) days shall be paid at the rate to which the higher rank is entitled, subject to the table of organization in effect at the time such duties are performed.

ARTICLE V

OVERTIME COMPENSATION

A. Overtime work performed beyond the normal schedule tours will be paid for at time-and-one-half, and will be accumulated and paid for in units of one (1) hour.

B. Minimum call back compensation shall be for four (4) hours at time-and-one-half. Compensatory time in lieu of cash may be taken, subject to the needs of the department.

C. When the reason for the call back ceases to exist, all Employees called back will be released from duty. The Village will provide meals for Employees held over in excess of four (4) hours. In all cases in which mutual aid is used to call other departments for manpower, off-duty UFFA members will be called simultaneous with the call for mutual aid.

D. The maximum allowable compensatory time off to be accumulated for union members shall be one hundred and sixty (160) hours. Employees taking compensatory time off must obtain their relief.

E. The maximum amount of compensatory time to be paid by the Village upon termination or retirement shall be eighty (80) hours.

ARTICLE VI

VACATIONS

A. Employees will be granted vacations as follows: ten(10) working days per year after completion of one (1) year of service; fifteen(15) working days per year after completion of three (3) years of service; twenty (20) working days per year after completion of ten (10) years of service. For employees employed less than one (1) year, vacations will accrue at the rate of five-sixths (5/6) workday for each month of service. Although vacations will begin to accrue the day an employee begins working, vacations shall not be taken until earned and accrued. No employee shall be entitled to take a vacation with pay until after six (6) months of satisfactory service has been completed.

Employees with more than fifteen (15) years of continuous service will have their vacation increased by one (1) working day, which is total of twenty-one (21) working days per year. Effective with the 2013 vacation picks, employees with more than fifteen (15) years of continuous service to the Village of Scarsdale will have their vacation time increased by one (1) additional working day, which is a total of twenty-two (22) working days per year, so long as long as the utilization of that additional day does not generate overtime. Should this additional vacation day generate overtime, the Fire Chief shall advise the Association by November 15th of a given year that the second additional day generated overtime and that it will not be renewed for another year.

B. In the last year of employment, the authorized vacation period will be extended by the number of workdays equal to one-third (1/3) of his/her unused accumulated sick leave, to a maximum of 1,600 hours.

C. Vacations shall be scheduled on a twelve (12) month basis. The Village agrees to split vacations for Employees. One split is all that will be allowed.

D. Choice of vacation days will be made in the order of seniority in grade.

E. Each Employee may buy back sixty (60) hours of vacation time, subject to prior approval of the Village Manager. The

vacation buy back will be at the rate of twelve (12) hours per day and paid at the start of vacation. Request for buy back must be made at the time of vacation pick. Employees with fifteen (15) years of service may accumulate up to five hundred and twenty-eight (528) hours of vacation.

F. Upon an employee's retirement under the provisions of the New York State Police and Fire Retirement System, said employee shall receive payment for a maximum of sixty-six (66) vacation days at twelve (12) hours per day. This shall include accumulated banked vacation days (Article VI, Section E) and earned unused vacation days (Article VI, Section A). Article VI, Section B shall be considered separately.

ARTICLE VII

SICK LEAVE

A. Sick Leave will accrue from the date of employment. It will be computed on the basis of one (1) working day for each month of continuous service; or, at the rate of twelve (12) working days per year. If unused, sick leave may be accumulated to an unlimited amount for purposes of sickness only. A 24-day advanced sick bank will be established for new employees.

B. Accumulated sick leave will be determined from the employee's date of employment after deducting recorded sick absences on scheduled workdays.

C. A sick leave bank will be formed for use by an employee in the event of catastrophic illness or injury. In order to be eligible for this benefit, an employee must provide a note from a physician, and have used the full balance of their own sick time. An individual employee cannot use more than 120 days from this sick leave bank. Each current employee shall donate six (6) sick days to create the initial balance for this bank. After this initial donation, additional days can be donated if the balance available in the bank falls below one hundred and twenty (120) days.

D. In order to recognize those employees who had excellent attendance, the Village will grant for each calendar year, payable in February of the following calendar year as follows:

- \$1,000 for zero (0) sick days taken during the prior calendar year (January 1 - December 31) just concluded.
- \$500 for one (1) or two (2) sick day(s) taken during the prior calendar year (January 1 - December 31) just concluded.

ARTICLE VIII

HOLIDAYS

A. Each employee will be entitled to twelve (12) paid holidays for each calendar year at the rate of ten (10) hours days. Effective with the December 2012 holiday check employees shall be entitled to twelve (12) paid holidays for each calendar year at the rate of twelve (12) hour days, whether worked or not. This holiday pay shall be paid by separate check in one lump sum, in the first pay period in December. The holidays shall be Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter Sunday, July 4th, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Employee's Birthday. Veterans scheduled to work on Veteran's Day and Memorial Day shall receive two additional days.

B. By mutual agreement between the Fire Chief of the Village and an Employee, compensatory time off may be granted for holidays in lieu of pay.

C. When a holiday is declared by the Village of Scarsdale to commemorate a special event (e.g. the death of a President), an employee working a regular tour of duty on that day will receive compensatory time off.

ARTICLE IX

BEREAVEMENT LEAVE

Three (3) days of bereavement leave shall be granted, in the event an employee is working, for a death in the immediate family of an employee. Immediate family shall be defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law and grandparents. The aforementioned bereavement leave covers the period from the day of the death to the day after the funeral of the immediate family member. The intent of this Article is not

to be construed as a guarantee of additional time off when the employee is not scheduled to work.

ARTICLE X

PERSONAL LEAVE

A. Personal leave is leave with pay for personal business which cannot be taken care of by an employee at times other than during their working day. It is intended to be available for use for the following purposes: for religious observance, for attendance at funerals other than for those enumerated in Article IX hereof, necessary absence due to extraordinary weather conditions, attendance at conventions other than on Village business, personal or family business appointments, including medical and dental appointments and examinations.

Annual personal leave allocation for five (5) personal days will be recorded and provided on a calendar year basis and not a fiscal year basis

B. Each Firefighter and Fire Captain shall be granted five (5) days personal leave per year.

C. Effective January 18, 2012 Fire Captains shall be granted six (6) days personal leave per year.

D. Personal leave shall be requested at least forty-eight (48) hours in advance, except in cases of emergency, and each request shall be accompanied by the reason therefor. Personal Leave may not be taken without prior approval of the department head. When the operation of the department may be adversely affected, the request may be denied at the discretion of the department head.

E. Unused Personal Leave may be added to unused sick leave. Personal Leave shall not be accumulated from year to year nor is it intended for use in conjunction with vacation or other permitted time off.

ARTICLE XI

INSURANCE

A. The Village shall pay the premium to provide its employees and their dependents full coverage under the Empire Plan. The Village reserves the right to change health insurance carrier or self-insure health insurance benefits as long as benefits being offered are comparable to the present Empire Plan.

B. Any employee who completes twenty (20) years of credited service, including ten (10) years of continuous service to the Village of Scarsdale, is eligible for health insurance coverage into retirement. The Village will pay 100% of the cost for health insurance for all retirees. At Medicare eligibility the present Empire Plan guidelines will take effect.

Effective January 1, 2012 any employee hired after January 1, 2012 who completes twenty (20) years of credited, continuous service with the Village of Scarsdale, is eligible for health insurance coverage into retirement. However, when the employee retires the employee will be required to pay 5% of the cost of health insurance premiums in effect during retirement.

C. Participants in an HMO shall contribute to premiums if the HMO or PHS premiums exceed Village Health Benefits Plan premiums.

D. Notwithstanding paragraph A above, employees hired prior to June 1, 1999 shall make health insurance contributions through May 31, 2016. The rate of contribution for the period through November 30, 2012 shall remain 5% of the NYS Empire Plan premium cost and effective December 1, 2012 through and including May 31, 2016 the contribution shall be 7% of the monthly NYS Empire Plan premium cost.

For employees hired on or after June 1, 1999, there will be no contribution while an employee is in-grade. After attaining First Grade Firefighter, employees hired on or after June 1, 1999 shall make health insurance contributions as follows:

10% of the NYS Empire Plan premium cost after attaining First Grade Firefighter status through November 20, 2012;

12% of the NYS Empire Plan premium cost effective December 1, 2012 through May 31, 2016;

10% of the NYS Empire Plan premium cost effective June 1, 2016.

Employees hired on or after January 1, 2012 shall make health insurance contribution as follows:

Contribute 5% of the NYS Empire Plan premium cost beginning with the commencement of the third year of employment with the Village;

Contribute 15% of the NYS Empire Plan premium cost after attaining First Grade Firefighter status.

Effective with the month following the ratification of this Agreement by all parties, the Village will have the health insurance premiums contributed by each Employee contributed pre-tax pursuant to Section 125 of the Internal Revenue Code.

E. The Village will allow an in-lieu payment for Union members who elect to voluntarily withdraw from the family Health Benefits Plan provided by the Village. The in-lieu payment will be thirty-three percent (33%) of the applicable premium per year, paid in two equal installments in June and December. This benefit will be paid provided that the employee demonstrates to the Employer and to the UFEA that he or she is covered by another health insurance plan. The Village will draft and administer the rules for this plan and determine the number of employees who can participate at any one time.

F. Effective June 1, 2008, the Village shall contribute \$700 per year, per employee toward a dental plan. Effective June 1, 2013, the Village shall contribute \$850 per year, per employee towards a dental plan.

G. The Village shall pay \$125.00 per year, per employee, for life insurance.

H. If the death of an active employee covered in this bargaining unit results from a work-incurred injury in the

line of firefighting duties, the survivor shall continue to receive Dependent Survivor Health Insurance Coverage, for as long as he or she remains unmarried. Enrolled dependent children of the deceased employee will continue to receive coverage if eligible, for as long as they would have been eligible had the employee lived. The Village will pay the full cost of coverage for the dependent survivors. An eligible dependent survivor must make an application for coverage within 90 days of the death of the employee.

ARTICLE XII

RETIREMENT BENEFITS

A. The Village shall continue to make contributions under Section 384 of the Policemen's and Firemen's Retirement System (25 Year Plan), provided, however, that any employee participating in such plan shall be terminated from employment under the terms and conditions contained in Local Law No. 1 of 1964, as amended, of the Village of Scarsdale with respect to the termination of police officers. Provided, however, that such termination shall occur upon the completion of thirty (30) years of service as an officer and/or employee of the Village Fire Department.

B. The Village shall continue to make contributions to the Police and Fire Retirement System under Section 384-e of the Retirement and Social Security Law.

C. In no case shall an employee extend his options of time more than thirty (30) days off before actual retirement.

ARTICLE XIII

STRIKES

The Association agrees that it shall not engage in a strike nor shall any of the Employees do so. Furthermore, the Association agrees for itself and for the Employees that neither it nor they nor any of them shall cause, instigate, encourage or condone a strike.

ARTICLE XIV

OTHER MATTERS

A. The Village will continue its present procedures and rules with respect to uniforms, including gloves as needed. The initial cost for alterations will be borne by the Village.

B. Compensatory time which may be due to Employees on the date of the execution of this Agreement for overtime work shall remain available to such Employees in accordance with the procedures and rules of the Village.

C. All promotional positions will be filled within ninety (90) days or number of days accumulated by employee vacating position, whichever is greater.

D. No employee will be ordered to interfere with a legally constituted pickot line except in case of a fire emergency.

E. In the event of riots and conflagrations or other emergencies, employees shall be provided adequate relief, meals, sleeping facilities and police protection.

F. A Fire Liaison Committee of three employees from each party hereto to be formed to meet monthly, if necessary, to discuss mutual issues on ten (10) days notice by either party.

G. All orders intended to stand for more that twenty-four (24) hours to be reduced to writing and signed by the issuing authority.

H. The Association will be allowed to use any firehouse and Fire Department grounds for meetings and social events, providing they do their own custodial work, subject to the approval of the Chief and the Village Manager, which will not be unreasonably withheld.

I. Employees may exchange tours of duty with the approval of the Chief. Approval is not to be unreasonably withheld.

J. County Civil Service Commission job specifications for Captains and Firefighters, copies of which are hereto attached, shall apply to the jobs covered hereby, except that Firefighters shall not be required to perform custodial work for Village organizations and groups authorized to use fire stations for meetings and parties.

K. Individual Rights: Any employee being questioned with respect to disciplinary charges shall have the right to representation before making a written statement.

L. Seniority: The Village will post a list of employees by seniority and agrees that the least qualified senior employees will handle Kelly days, except if senior qualified employees volunteer. Special assignments shall be assigned to the least qualified senior employees. Kelly relief days and vacation relief days are not to be considered special assignments.

M. The Association will be allowed to solicit funds, subject to the approval of the Chief and the Villager Manager. Approval not to be unreasonably withheld.

N. Longevity will be paid in June of each year, by separate check, to those employees who have completed continuous years of service by May 31 of the year.

Effective June 1, 2008 longevity will be paid in June of each year, by separate check, to those employees who have completed continuous years of service by May 31 of the year, as follows:

YEARS COMPLETED	AMOUNT
7.5	\$700
12.5	\$850
17.5	\$1400
22	3% OF First Grade Firefighter in effect at the time of the payment

O. The Training Officer hours, work schedule, and miscellaneous benefits will be as follows:

1. Work Hours and Schedule- Monday thru Thursday - 7:45 A.M. to 5:45 P.M.

On Volunteer Training days: 10:00 A.M. to 10:00 P.M.
(Two (2) hours paid on overtime as straight time.)

2. Miscellaneous Benefits-

a. The Training Officer is entitled to an additional day of vacation accrual annually based on the schedule in Article VI. Section A.

- b. The Training Officer is entitled to buy back up to sixty (60) hours of vacation per calendar year.
- c. The Training Officer is entitled to the use of a Village vehicle for off-duty and on-duty use, provided the Training Officer may be required to respond to emergency calls as indicated in the Scarsdale Fire Department Emergency Call List.
- d. With the prior written approval of the Chief, the Training Officer may take off a holiday listed in Article VIII, Section A of this agreement falling on Monday through Thursday, provided he works on the Friday of the same week ("make-up hours"). The Training Officer shall not be entitled to any additional compensation for the "make-up hours" worked on Friday. The Fire Chief may grant or deny such approval at his discretion.

P. Employee Drug Testing. In order to help provide a safe work environment and to protect the public by insuring that Village fire personnel have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees covered by this bargaining agreement to submit to urinalysis, or other appropriate testing where there is reasonable suspicion of improper drug or alcohol use. Refusal to submit to testing will be grounds for a discipline proceeding. The use or possession of illegal drugs or the abuse of prescribed drugs or alcohol shall be cause for a discipline proceeding. The Village drug screening process will include a chain of custody procedure and automatic confirmation of positive results. The Village drug screening process shall also provide for two (2) samples to be simultaneously taken, one of which shall be frozen or otherwise suitably preserved for confirmation testing to be provided by the Village if the first test is positive. A test shall be deemed positive if recognized by Metpath or some comparable laboratory utilizing the GC/MS method. Privacy in the testing process and confidentiality involving all matters relating thereto shall be ensured. Nothing in this clause shall prevent an employee from voluntarily seeking treatment or counseling through the Village Employee Assistance Program.

Q. A 207(a) procedure is referred to Labor/Management Committee for drafting and implementation during the term of this Agreement.

R. Jury Duty

[1] A Employee who is called to jury duty shall be required to notify the Fire Chief within 48 hours after receiving a notice for jury duty by providing a copy of such notice to the Chief. Jury duty shall include either Grand Jury or Petit Jury in Federal or State court. In the event the Employee is placed on a jury standby schedule and not required to be present in court, the Employee shall report to work as scheduled and if notified to report to court shall immediately notify the Chief's Office.

[2] In the event an Employee is required to be present in court pursuant to the jury duty notice while he/she is scheduled to work, such Employee shall be excused from work with no loss of pay or benefits. The excuse from work shall include the following:

- A. Tours for which he/she is scheduled to work (i.e. day/night tour);
- B. The tour preceding the required attendance in court for jury duty (i.e. evening tour before required attendance);
- C. The tour following the required attendance in court for jury duty, unless the Employee is dismissed on or before 12:30 P.M. (i.e. evening tour following the required attendance unless the dismissal occurred after 11:45 P.M.
- D. Employees serving federal (U.S.) jury duty are excluded from reporting to tour, as specified in subsection (C) above.

As a condition of eligibility to the benefits provided herein, the Employee shall provide to the Chief the certification of jury service indicating the dates and times the Employee was present in court for any jury service.

[3] The Employee shall reimburse the Village any per diem payment received from the court system for jury service for each day that they are excused from duty and paid by the Village.

[4] In the event the Department schedules a replacement for an Employee excused for jury duty and attendance for jury duty for such day is cancelled, the Department shall have the right to cancel the overtime tour prior to the replacement Employee commencing work at the scheduled start of the overtime tour.

[5] In the event the Employee has the option to request an exemption from jury service and does not exercise such exemption, the benefits provided herein shall not apply. The Village will provide appropriate leave time to the Employee for this purpose without pay and benefits. Such unpaid leave time shall be provided to the extent conditioned in paragraph (2) above.

S. Results of the employees annual physicals are to be kept confidential between the employee and the examining Physician, who shall report to the Fire Chief in writing, the categorization of an employee as either FIT or UNFIT FOR DUTY. If an employee is UNFIT, the letter should address the cause of the UNFIT designation.

T. Each employee sent on a department sponsored specialty training being held outside the Village is required to submit a fully completed Request for Travel Authorization, including the Estimated Expenses Form, and a Request for Non-mandatory or Mandatory Training Form to the Fire Chief prior to any training approvals. Each such employee shall be compensated as follows:

On the employee's scheduled workday, he/she shall receive the normal rate of pay.

On the employees scheduled day off, the employee shall receive eight (8) hours of pay at time and a half for the duration of the course.

If an Employee is required to stay overnight, the employee shall receive eight (8) hours of time and a half added to the Employee's time owed. The maximum compensatory time earned for any employee who requires overnight accommodations during Mandatory Training would be eight (8) hours at time and one-half added to the employee's compensatory time. Any employee who attends Non-mandatory Training that is fire or EMS related shall be granted time off to attend if he/she is scheduled to work.

The employee shall be reimbursed for expenses in accordance with the Fire Department's travel reimbursement authorization.

If an employee is to be rescheduled to cover a work assignment based on this travel authorization: they must be notified in writing, at least two (2) weeks in advance of the schedule change.

U. Any specialty work such as plumbing, carpentry, and other building trade services performed by an employee beyond the normal scope of duties, shall be paid at the rate of time and one half, whether the employee is on-duty or off-duty.

V. The village shall reimburse an employee for the cost of authorized personal property, damaged while in the performance of duty. This reimbursement shall not exceed \$150.

W. Except for the Administrative Captain who shall work a five-day, eight (8) hour per day schedule, the regular work week shall be defined based on the continuation of the scheduling agreement in the Memorandum dated 3/14/96, to include the term of this Agreement.

X. Captains who participate in the budget process are conditioned on the understanding that no binding practice will be established, nor will the Captains participating in the budget process be used by the Village or Department in any subsequent proceeding before PERB or otherwise to declare Captains "managerial confidential" or to decertify them from the bargaining unit.

ARTICLE XV

RELEASE TIME

A. The President or his designee, and one (1) employee designated by the President, may investigate and process grievances and attend UFFA conferences, conventions and seminars during working hours up to a total of fourteen (14) days per contract year, subject to the approval of the Chief, which approval shall not be unreasonably withheld.

B. For the Clambake and the Dance the following shall apply:

1. The Committee Chairman shall be allowed time off without loss of pay to attend the functions if he/she is scheduled to work during the actual time of the function,
2. Replacements shall be the responsibility of the employee relieved, and

3. Employees working relief shall be paid straight time.

E. The current library located on the second floor of the Crossway Fire House, Station 3, shall be for the exclusive use of the Union. It will be locked and maintained by the Union in order to keep private confidential medical records of its members secure.

ARTICLE XVI

STATUTORY PROVISION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Any dispute arising concerning the interpretation of the express terms of this Agreement shall be the subject of a grievance and shall be processed in accordance with the following procedure.

Section 2. A grievance of an Employee or Employees shall be presented in writing to designated supervisory personnel within ten (10) working days from the occurrence or the cause giving rise to the complaint or of actual or constructive notice thereof.

Section 3. In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented in writing, by the Association, to the Human Resource Director.

Section 4. In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, then the Association may present the same in writing to the Village Manager, or his designee, within five (5) working days for settlement.

Section 5. In the event that such grievance is not disposed of under Section 4, the Employer, or the Association, not

later than thirty (30) days after presentation under Section 4, shall have the right to submit the issue to binding arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision of this Agreement to be interpreted by the arbitrator. The arbitrator shall issue his/her decision not later than thirty (30) days after the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of transmitting the file, statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provisions of this Agreement submitted to him/her. The decision of the arbitrator shall be binding on the Employer, Employee and the Association.

Section 6. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitrations as hereinabove provided, then the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be applied to the proceedings for the purpose of selecting an arbitrator and the arbitrator shall be selected as therein provided. The arbitrator's fee and the costs and expenses of the arbitration proceeding will be shared equally by the parties to the dispute.

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall become effective June 1, 2010, and shall terminate at the close of business on May 31, 2017.

B. The parties agree that the provision of this Agreement shall remain the same throughout the term of the contract.

C. Should any part hereof or any provision herein contained be rendered or declared illegal by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and such remaining parts or provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4th day of November 2014.

UNIFORMED FIREFIGHTERS ASSOCIATION
OF SCARSDALE INC.,
LOCAL 1394 AFL-CIO

VILLAGE OF SCARSDALE

BY:
President

BY:
Village Manager

BY:
Vice President

BY:
Director of Human
Resources

Approved as to form:
Village Attorney